

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TIMOTHY ASPAN, SR.,
individually and on behalf of the
class defined herein,

Plaintiff,

vs.

HUDSON & KEYSE, LLC,

Defendant.

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08-cv-2826

Judge Hart
Magistrate Judge Denlow

**MEMORANDUM IN SUPPORT OF
PLAINTIFF'S MOTION FOR CLASS CERTIFICATION**

Plaintiff has requested that this Court enter an order determining that this Fair Debt Collection Practices Act ("FDCPA") action may proceed as a class action against defendant Hudson & Keyse, LLC. This memorandum is submitted in support of that motion.

I. NATURE OF THE CASE

This action seeks redress for the conduct of defendant, a debt buyer, in filing collection actions on purported debts to which it did not have lawful title. In order to protect Illinois residents against being sued for the same debts twice, the Illinois Collection Agency Act ("ICAA") was amended effective January 1, 2008 to define debt buyers as "collection agencies". This makes applicable the licensing requirements of the ICAA and the special assignment requirements in ICAA §8b, 225 ILCS 425/8b. Illinois courts had held prior to the amendment that a party that was required to but did not have such an assignment does not have a valid claim and that the defendant in such a case is entitled to judgment. Business Service Bureau, Inc. v. Webster, 298 Ill. App. 3d 257; 698 N.E.2d 702 (4th Dist. 1998).

Section 8b of the ICAA provides:

Sec. 8b. An account may be assigned to a collection agency for collection with title passing to the collection agency to enable collection of the account in the agency's name as assignee for the creditor provided:

(a) The assignment is manifested by a written agreement, separate from

and in addition to any document intended for the purpose of listing a debt with a collection agency. The document manifesting the assignment shall specifically state and include:

(i) the effective date of the assignment; and

(ii) the consideration for the assignment.

(b) The consideration for the assignment may be paid or given either before or after the effective date of the assignment. The consideration may be contingent upon the settlement or outcome of litigation and if the claim being assigned has been listed with the collection agency as an account for collection, the consideration for assignment may be the same as the fee for collection.

(c) All assignments shall be voluntary and properly executed and acknowledged by the corporate authority or individual transferring title to the collection agency before any action can be taken in the name of the collection agency.

(d) No assignment shall be required by any agreement to list a debt with a collection agency as an account for collection.

(e) No litigation shall commence in the name of the licensee as plaintiff unless: (i) there is an assignment of the account that satisfies the requirements of this Section and (ii) the licensee is represented by a licensed attorney at law. . . .

The assignment must be attached to the complaint. Candice Co. v. Ricketts, 281 Ill.App.3d 359, 362, 666 N.E.2d 722 (1st Dist. 1996). In addition, the assignee is required “in his or her pleading on oath allege that he or she is the actual bona fide owner thereof, and set forth how and when he or she acquired title. . . .” 735 ILCS 5/2-403(a).

Defendant Hudson & Keyse, LLC, a debt buyer regulated by the ICAA since January 1, 2008, systematically files collection lawsuits without compliance with ICAA §8b and, therefore, without valid claims. More than 100 such lawsuits have been filed.

In this action, plaintiff complains that such practice violates both the Fair Debt Collection Practices Act, 15 U.S.C. §§1692e and 1692f, and ICAA §9. Finally, plaintiff alleges that the practices described above constitutes both unfair and deceptive acts and practices, in violation of §2 of the Illinois Consumer Fraud Act, 815 ILCS 505/2.

II. THE FAIR DEBT COLLECTION PRACTICES ACT

The FDCPA states that its purpose, in part, is "to eliminate abusive debt collection practices by debt collectors". 15 U.S.C. §1692(e). It is designed to protect consumers from unscrupulous collectors, whether or not there is a valid debt. Mace v. Van Ru Credit Corp., 109 F.3d 338 (7th Cir. 1997); Keele v. Wexler, 149 F.3d 589, 594 (7th Cir. 1998); Baker v. G.C. Services Corp., 677 F.2d 775, 777 (9th Cir. 1982); McCartney v. First City Bank, 970 F.2d 45, 47 (5th Cir. 1992). The FDCPA broadly prohibits unfair or unconscionable collection methods; conduct which harasses, oppresses or abuses any debtor; and any false, deceptive or misleading statements, in connection with the collection of a debt; it also requires debt collectors to give debtors certain information. 15 U.S.C. §§1692d, 1692e, 1692f and 1692g.

In enacting the FDCPA, Congress recognized the --

universal agreement among scholars, law enforcement officials, and even debt collectors that the number of persons who willfully refuse to pay just debts is minuscule [sic]. . . . [T]he vast majority of consumers who obtain credit fully intend to repay their debts. When default occurs, it is nearly always due to an unforeseen event such as unemployment, overextension, serious illness, or marital difficulties or divorce.

S. Rep. No. 382, 95th Cong., 1st Sess. 3 (1977), reprinted in 1977 USCCAN 1695, 1697.

The Seventh Circuit has held that whether a debt collector's conduct violates the FDCPA should be judged from the standpoint of an "unsophisticated consumer." Avila v. Rubin, 84 F.3d 222 (7th Cir. 1996); Gammon v. GC Services, LP, 27 F.3d 1254 (7th Cir. 1994). The standard is an objective one -- whether the plaintiff or any class member was misled is not an element of a cause of action. "The question is not whether these plaintiffs were deceived or misled, but rather whether an unsophisticated consumer would have been misled." Beattie v. D.M. Collections, Inc., 754 F.Supp. 383, 392 (D.Del. 1991).

Because it is part of the Consumer Credit Protection Act, 15 U.S.C. §§1601 et seq., the FDCPA should be liberally construed in favor of the consumer to effectuate its purposes. Cirkot v. Diversified Fin. Services, Inc., 839 F.Supp. 941 (D. Conn. 1993).

The [Consumer Credit Protection] Act is remedial in nature, designed to

remedy what Congressional hearings revealed to be unscrupulous and predatory creditor practices throughout the nation. Since the statute is remedial in nature, its terms must be construed in liberal fashion if the underlying Congressional purpose is to be effectuated.

N.C. Freed Co. v. Board of Governors, 473 F.2d 1210, 1214 (2d Cir. 1973).

Statutory damages are recoverable for violations, whether or not the consumer proves actual damages. Bartlett v. Heibl, 128 F.3d 497, 499 (7th Cir.1997); Baker, 677 F.2d at 780-1; Woolfolk v. Van Ru Credit Corp., 783 F. Supp. 724, 727 and n. 3 (D. Conn. 1990); Cacace v. Lucas, 775 F. Supp. 502 (D. Conn. 1990); Riveria v. MAB Collections, Inc., 682 F. Supp. 174, 177 (W.D.N.Y. 1988); Kuhn v. Account Control Technol., 865 F. Supp. 1443, 1450 (D.Nev. 1994); In re Scrimpsheer, 17 B.R. 999, 1016-7 (Bankr.N.D.N.Y. 1982); In re Littles, 90 B.R. 669, 680 (Bankr. E.D.Pa. 1988), aff'd as modified sub nom. Crossley v. Lieberman, 90 B.R. 682 (E.D.Pa. 1988), aff'd, 868 F.2d 566 (3d Cir. 1989).

The FDCPA encourages consumers to act as "private attorneys general" to enforce the public policies expressed therein. Crabill v. Trans Union, L.L.C., 259 F.3d 662, 666 (7th Cir. 2001); Baker, 677 F.2d at 780; Whatley v. Universal Collection Bureau, 525 F. Supp. 1204, 1206 (N.D.Ga. 1981). "Congress intended the Act to be enforced primarily by consumers" FTC v. Shaffner, 626 F.2d 32, 35 (7th Cir. 1980). "Congress painted with a broad brush in the FDCPA to protect consumers from abusive and deceptive debt collection practices, and courts are not at liberty to excuse violations where the language of the statute clearly comprehends them" Pipiles v. Credit Bureau of Lockport, Inc., 886 F.2d 22, 27 (2d Cir. 1989).

Plaintiff need not prove intent, bad faith or negligence in an FDCPA case. The "FDCPA is a strict liability statute," and "proof of one violation is sufficient to support summary judgment for the plaintiff." Cacace v. Lucas, 775 F. Supp. at 505. Accord, Turner v. J.V.D.B. & Associates, Inc., 330 F.3d 991, 995 (7th Cir. 2003); Gearing v. Check Brokerage Corp., 233 F.3d 469, 472 (7th Cir.2000).

III. STANDARD FOR CLASS CERTIFICATION

Class actions are essential to enforce laws protecting consumers. As the court stated in Eshaghi v. Hanley Dawson Cadillac Co., 214 Ill.App.3d 995, 574 N.E.2d 760 (1st Dist. 1991):

In a large and impersonal society, class actions are often the last barricade of consumer protection. . . . To consumerists, the consumer class action is an inviting procedural device to cope with frauds causing small damages to large groups. The slight loss to the individual, when aggregated in the coffers of the wrongdoer, results in gains which are both handsome and tempting. The alternatives to the class action -- private suits or governmental actions -- have been so often found wanting in controlling consumer frauds that not even the ardent critics of class actions seriously contend that they are truly effective. The consumer class action, when brought by those who have no other avenue of legal redress, provides restitution to the injured, and deterrence of the wrongdoer. (574 N.E.2d at 764, 766)

Congress expressly recognized the propriety of a class action under the FDCPA by providing special damage provisions and criteria in 15 U.S.C. §§1692k(a) and (b) for FDCPA class action cases. As a result, numerous FDCPA class actions have been certified. Shea v. Codilis, 99 C 57, 2000 WL 336537, 2000 U.S. Dist. LEXIS 4131 (N.D. Ill. Mar. 27, 2000); Roe v. Publishers Clearing House, 98 C 330, 1999 WL 966977, 1999 U.S. Dist. LEXIS 16249 (N.D. Ill. Sept. 30, 1999); Vines v. Sands, 188 F.R.D. 302 (N.D. Ill. 1999); Nielsen v. Dickerson, 98 C 5909, 1999 WL 350694, 1999 U.S. Dist. LEXIS 8334 (N.D. Ill. May 19, 1999); Sledge v. Sands, 182 F.R.D. 255 (N.D. Ill. 1998); Shaver v. Trauner, C.A. 97-1309, 1998 U.S. Dist. LEXIS 19648 (C.D. Ill. July 31, 1998); Davis v. Suran, 98 C 656, 1998 WL 474105, 1998 U.S. Dist. LEXIS 12233 (N.D. Ill. July 31, 1998); Francisco v. Doctors & Merchants Credit Service, Inc., 98 C 716, 1998 WL 474107, 1998 U.S. Dist. LEXIS 12234 (N.D. Ill., July 29, 1998); Keele v. Wexler & Wexler, 95 C 3483, 1996 WL 124452, 1996 U.S. Dist. LEXIS 3253 (N.D. Ill., March 18, 1996), aff'd, 149 F.3d 589 (7th Cir. 1998); Wells v. McDonough, 97 C 3288, 1998 WL 160876, 1998 U.S. Dist. LEXIS 4441 (N.D. Ill. Mar. 23, 1998); Miller v. Wexler & Wexler, 97 C 6593, 1998 WL 60798, 1998 U.S. Dist. LEXIS 1382 (N.D. Ill. Feb. 5, 1998); Wilborn v. Dun & Bradstreet, 180 F.R.D. 347 (N.D. Ill. 1998); Arango v. GC Services LP, 97 C 7912, 1998 WL 325257, 1998 U.S. Dist. LEXIS 9124 (N.D. Ill. 1998) (misleading collection letters); Avila v Van Ru Credit Corp., 94 C 3234, 1995 WL 683775,

1995 U.S. Dist. LEXIS 461 (N.D. Ill. 1995), aff'd, Avila v. Rubin, supra, 84 F.3d 222; Carr v. Trans Union Corp., C.A. 94-22, 1995 WL 20865, 1995 U.S. Dist. LEXIS 567 (E.D. Pa. 1995) (FDCPA class certified regarding defendant Trans Union's transmission of misleading collection notices to consumers); Colbert v. Trans Union Corp., C.A. 93-6106, 1995 WL 20821, 1995 U.S. Dist. LEXIS 578 (E.D. Pa. 1995) (same); Gammon v. GC Services, L.P., 162 F.R.D. 313 (N.D. Ill. 1995) (similar); Zanni v. Lippold, 119 F.R.D. 32, 35 (C.D. Ill. 1988); West v. Costen, 558 F. Supp. 564, 572-573 (W.D. Va. 1983) (FDCPA class certified regarding alleged failure to provide required "validation" notices and addition of unauthorized fees); Cheqnet Systems, Inc. v. Montgomery, 322 Ark. 742, 911 S.W.2d 956 (1995) (class certified in FDCPA action challenging bad check charges); Brewer v. Friedman, 152 F.R.D. 142 (N.D. Ill. 1993) (FDCPA class certified regarding transmission of misleading collection demands to consumers), earlier opinion, 833 F. Supp. 697 (N.D. Ill. 1993); Duran v. Credit Bureau of Yuma, Inc., 93 F.R.D. 607 (D. Ariz. 1982) (class certified in action complaining of unauthorized charges).

IV. THE PROPOSED CLASS MEETS THE REQUIREMENTS FOR CERTIFICATION

A. Rule 23(a)(1) -- Numerosity

Fed.R.Civ.P. 23(a)(1) requires that the class be "so numerous that joinder of all members is impracticable." "When the class is large, numbers alone are dispositive" Riordan, 113 F.R.D. at 62. Where the class numbers at least 40, joinder is generally considered impracticable. Cypress v. Newport News General & Nonsectarian Hosp. Ass'n, 375 F.2d 648, 653 (4th Cir. 1967) (18 sufficient); Swanson v. American Consumer Industries, 415 F.2d 1326, 1333 (7th Cir. 1969) (40 sufficient); Riordan, 113 F.R.D. 60 (10-29 sufficient); Philadelphia Electric Co. v. Anaconda American Brass Co., 43 F.R.D. 452, 463 (E.D.Pa. 1968) (25 sufficient); Sala v. National R. Pass. Corp., 120 F.R.D. 494, 497 (E.D.Pa. 1988) (40-50 sufficient); Scholes v. Stone, McGuire & Benjamin, 143 F.R.D. 181, 184 (N.D. Ill. 1992) (about 70). It is not necessary that the precise number of class members be known. "A class action may proceed upon estimates as to the size of the proposed class." In re Alcoholic Beverages Litigation, 95 F.R.D. 321 (E.D.N.Y. 1982); Lewis

v. Gross, 663 F. Supp. 1164, 1169 (E.D.N.Y. 1986).

The court may "make common sense assumptions in order to find support for numerosity." Evans v. United States Pipe & Foundry, 696 F.2d 925, 930 (11th Cir. 1983). "[T]he court may assume sufficient numerosness where reasonable to do so in absence of a contrary showing by defendant, since discovery is not essential in most cases in order to reach a class determination . . . Where the exact size of the class is unknown, but it is general knowledge or common sense that it is large, the court will take judicial notice of this fact and will assume joinder is impracticable." 2 Newberg on Class Actions (3d ed. 1992), §7.22.A.

For example, it is reasonable to infer that the number of class members exceeds the minimum necessary from the use by a large collection agency of a form letter. Swiggett v. Watson, 441 F. Supp. 254, 256 (D.Del. 1977) (in action challenging transfers of title pursuant to Delaware motor vehicle repairer's lien, fact that Department of Motor Vehicles issued printed form for such transfer in and of itself sufficient to show that numerosity requirement was satisfied); Westcott v. Califano, 460 F. Supp. 737, 744 (D.Mass. 1978) (in action challenging certain welfare policies, existence of policies and 148 families who were denied benefits to which policies applied sufficient to show numerosity, even though it was impossible to identify which of 148 families were denied benefits because of policies complained of); Carr, 1995 U.S. Dist. LEXIS 567 (FDCPA class certified regarding defendant Trans Union's transmission of misleading collection notices to consumers in which court inferred numerosity from the use of form letters); Colbert, 1995 U.S. Dist. LEXIS 578 (same); Keele, 1996 U.S. Dist. LEXIS 3253.

Here, the volume of cases filed by defendant (Appendix A), coupled with its practice of omitting an assignment that complies with ICAA §8b, makes it reasonable to infer numerosity.

B. Rules 23(a)(2) and 23(b)(3) – Predominance of common questions of law or fact

Fed.R.Civ.P. 23(a)(2) requires that there be a common question of law *or* fact. Rule 23(b)(3) requires that the questions of law or fact common to all members of the class predominate over questions pertaining to individual members.

These requirements are normally satisfied when there is an essential common factual link between all class members and the defendants for which the law provides a remedy. Halverson v. Convenient Food Mart, Inc., 69 F.R.D. 331, 334 (N.D.Ill. 1974). Where a question of law involves “standardized conduct of the defendants toward members of the proposed class, a common nucleus of operative facts is typically presented, and the commonality requirement . . . is usually met.” Franklin v. City of Chicago, 102 F.R.D. 944, 949 (N.D.Ill. 1984); accord, Patrykus v. Gomilla, 121 F.R.D. 357, 361 (N.D.Ill. 1988); Carroll v. United Compucred Collections, 1-99-0152 H/G, 2002 U.S. Dist. LEXIS 25032, *43-44 (M.D.Tenn. Nov. 15, 2002), adopted in pertinent part, 2003 U.S. Dist. LEXIS 5996 (M.D. Tenn., Mar. 31, 2003), aff’d, 399 F.3d 620 (6th Cir. 2005); Wahl v. Midland Credit Mgmt., 06 C 1708, 2007 U.S. Dist. LEXIS 39626, *14-15 (N.D.Ill., May 30, 2007); Smith v. Nike Retail Services, Inc., 234 F.R.D. 648, 659 (N.D.Ill. 2006). The authorities hold that cases dealing with the legality of standardized documents or conduct are generally appropriate for resolution by means of a class action because the document or conduct is the focal point of the analysis. Halverson, supra, 69 F.R.D. at 334-336; Haroco v. American Nat’l Bank, 121 F.R.D. 664, 669 (N.D. Ill. 1988) (improper computation of interest); Kleiner v. First Nat’l Bank, 97 F.R.D. 683, 692 (N.D.Ga. 1983) (same); Heastie v. Community Bank, 125 F.R.D. 669, 675 (N.D.Ill. 1989) (execution of home improvement financing documents in sequence that evaded consumers’ rescission rights); Carroll v. United Compucred Collections, 1-99-0152 H/G, 2002 U.S. Dist. LEXIS 25032, *47-48 (M.D.Tenn. Nov. 15, 2002) (collection practices).

In this case, the “common nucleus of operative fact,” Halverson, 69 F.R.D. at 335, is that defendant filed lawsuits against the members of the class without attaching an assignment that complies with ICAA §8b. This conduct gives rise to the predominant common question of whether the statements complained of violate the FDCPA, ICAA and ICFA.

The only individual issue is the identification of the class members, a matter capable of ministerial determination from defendant's records, the records of its attorneys, or court files. Questions readily answerable from defendant's files do not present an obstacle to class certification.

Heastie v. Community Bank, 125 F.R.D. 669 (N.D.Ill. 1989) (court found that common issues predominated where individual questions of injury and damages could be determined by "merely comparing the contract between the consumer and the contractor with the contract between the consumer and Community Bank").

In any event, the Seventh Circuit has held that the need for “separate proceedings of some character . . . to determine the entitlements of the individual class members to relief” should “not defeat class treatment of the question whether defendants violated [the law].” Carnegie v. Household Int’l, Inc., 376 F.3d 656, 661 (7th Cir. 2004). “Once that question is answered, if it is answered in favor of the class, a global settlement . . . will be a natural and appropriate sequel. And if there is no settlement, that won’t be the end of the world. Rule 23 allows district courts to devise imaginative solutions to problems created by the presence in a class action litigation of individual damages issues. Those solutions include (1) bifurcating liability and damage trials with the same or different juries; (2) appointing a magistrate judge or special master to preside over individual damages proceedings; (3) decertifying the class after the liability trial and providing notice to class member concerning how they may proceed to prove damages; (4) creating subclasses; or (5) altering or amending the class.” Id.

C. Rule 23(a)(3) -- Typicality

The rule requires that the claims of the named plaintiff be typical of the claims of the class:

A plaintiff’s claim is typical if it arises from the same event or practice or course of conduct that gives rise to the claims of other class members and his or her claims are based on the same legal theory. The typicality requirement may be satisfied even if there are factual distinctions between the claims of the named plaintiffs and those of other class members. Thus, similarity of legal theory may control even in the face of differences of fact.

De La Fuente v. Stokely-Van Camp, Inc., 713 F.2d 225, 232 (7th Cir. 1983) (citation omitted).

In the instant case, typicality is inherent in the class definition. By definition, each of the class members has been subjected to the same practice as the plaintiff.

D. Rule 23(a)(4) -- Adequacy of representation

The rule also requires that the named plaintiff provide fair and adequate protection for the interests of the class. That protection involves two factors: (a) the plaintiff's attorney must be qualified, experienced, and generally able to conduct the proposed litigation; and (b) the plaintiff must not have interests antagonistic to those of the class. Rosario v. Livaditis, 963 F.2d 1013, 1018 (7th Cir. 1992); accord, Wetzel v. Liberty Mutual Ins. Co., 508 F.2d 239, 247 (3d Cir. 1975); In re Alcoholic Beverages Litigation, 95 F.R.D. 321.

Plaintiff understands the obligations of a class representative, and has retained experienced counsel, as is indicated by Appendix B, which sets forth counsel's qualifications.

The second relevant consideration under Rule 23(a)(4) is whether the interests of the named plaintiff are coincident with the general interests of the class. Here, both plaintiff and the class members seek money damages as the result of defendant's unlawful collection practices. Given the identity of claims between plaintiff and the class members, there is no potential for conflicting interests in this action. There is no antagonism between the interests of the named plaintiff and those of the class.

E. Rule 23(b)(3) -- Class action is superior to other available methods of resolving this controversy

Efficiency is the primary focus in determining whether the class action is the superior method for resolving the controversy presented. Eovaldi v. First Nat'l Bank, 57 F.R.D. 545 (N.D. Ill. 1972). The Court is required to determine the best available method for resolving the controversy in keeping with judicial integrity, convenience, and economy. Scholes, 143 F.R.D. at 189; Hurwitz v. R.B. Jones Corp., 76 F.R.D. 149 (W.D.Mo. 1977). It is proper for a court, in deciding the "best" available method, to consider the ". . . inability of the poor or uninformed to enforce their rights, and the improbability that large numbers of class members would possess the initiative to litigate individually." Haynes v. Logan Furniture Mart, Inc., 503 F.2d 1161, 1165 (7th Cir. 1974).

In this case there is no better method available for the adjudication of the claims

which might be brought by each individual debtor. The vast majority of debtors are undoubtedly unaware that their rights are being violated. In addition, persons from whom defendant is attempting to collect allegedly delinquent debts are, by definition, unlikely to be able to pay to retain counsel to protect their rights on an individual basis.

The special efficacy of the consumer class action has been noted by the courts and is applicable to this case:

A class action permits a large group of claimants to have their claims adjudicated in a single lawsuit. This is particularly important where, as here, a large number of small and medium sized claimants may be involved. In light of the awesome costs of discovery and trial, many of them would not be able to secure relief if class certification were denied

In re Folding Carton Antitrust Litigation, 75 F.R.D. 727, 732 (N.D. Ill. 1977) (citations omitted).

Another court noted:

Given the relatively small amount recoverable by each potential litigant, it is unlikely that, absent the class action mechanism, any one individual would pursue his claim, or even be able to retain an attorney willing to bring the action. As Professors Wright, Miller and Kane have discussed, in analyzing consumer protection class actions such as the instant one, 'typically the individual claims are for small amounts, which means that the injured parties would not be able to bear the significant litigation expenses involved in suing a large corporation on an individual basis. These financial barriers may be overcome by permitting the suit to be brought by one or more consumers on behalf of others who are similarly situated.' 7B Wright et al., §1778, at 59; see e.g., Phillips Petroleum Co. v. Shutts, 472 U.S. 797, 809 (1985) ('Class actions . . . may permit the plaintiff to pool claims which would be uneconomical to litigate individually.') The public interest in seeing that the rights of consumers are vindicated favors the disposition of the instant claims in a class action form.

Lake v. First Nationwide Bank, 156 F.R.D. 615, 628-629 (E.D.Pa 1994).

Class certification will provide an efficient and appropriate resolution of the controversy. Zanni, 119 F.R.D. 32.

V. CONCLUSION

The proposed class meets the requirements of Rules 23(a) and (b)(3). Plaintiff respectfully requests that this Court certify this action as a class action.

Respectfully submitted,

s/ Daniel A. Edelman
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CERTIFICATE OF SERVICE

I, Daniel A. Edelman, hereby certify that on May 20, 2008, the foregoing document was filed electronically. A copy of the foregoing document was sent via US Mail to:

Hudson & Keyse, LLC
c/o Illinois Corporation Service Co. - Registered Agent
801 Adlai Stevenson Drive,
Springfield, IL 62703-4261

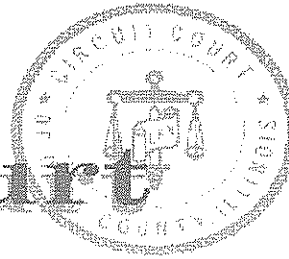
s/ Daniel A. Edelman
Daniel A. Edelman

APPENDIX A

Dorothy Brown

Clerk of the Circuit Court

Cook County

*Division: Civil*

Click on Case Number for Case Information Summary

Name Search Results for: HUDSON KEYSE

Case Number	Plaintiff	Defendant	Date Filed
2008-M1-130215	HUDSON KEYSE LLC	CROCKETT JEROME	04/15/2008
2008-M1-130216	HUDSON KEYSE LLC	SLUIS BERNARD C	04/15/2008
2008-M1-130217	HUDSON KEYSE LLC	STARK MARTHA K	04/15/2008
2008-M1-130218	HUDSON KEYSE LLC	RECHY BERNABE LOZA	04/15/2008
2008-M1-130219	HUDSON KEYSE LLC	CHAMBERS LARRY C	04/15/2008
2008-M1-130220	HUDSON KEYSE LLC	KOSIBA MALGORZAT	04/15/2008
2008-M1-130221	HUDSON KEYSE LLC	PERZANOWSKI MARY L	04/15/2008
2008-M1-130222	HUDSON KEYSE LLC	PRICHETT GARY	04/15/2008
2008-M1-130223	HUDSON KEYSE LLC	CAMPBELL ZEFFER S	04/15/2008
2008-M1-130224	HUDSON KEYSE LLC	TRADER LEMUEL SR	04/15/2008
2008-M1-130225	HUDSON KEYSE LLC	GRANGER DEVON N	04/15/2008
2008-M1-130226	HUDSON KEYSE LLC	KENNON THEAIBOLD	04/15/2008
2008-M1-130227	HUDSON KEYSE LLC	PARGO KIZZY KENYAT	04/15/2008
2008-M1-130228	HUDSON KEYSE LLC	GAITAN NICHOLAS JR	04/15/2008
2008-M1-	HUDSON KEYSE LLC	ANDERSON AUDREY L	04/15/2008

130229			
2008-M1-130230	HUDSON KEYSE LLC	ANDERSON RUTHES JR	04/15/2008
2008-M1-130231	HUDSON KEYSE LLC	MAURO KATHLEEN BER	04/15/2008
2008-M1-130232	HUDSON KEYSE LLC	TAYLOR ERIC C	04/15/2008
2008-M1-130233	HUDSON KEYSE LLC	MC NUTT FRANK	04/15/2008
2008-M1-129076	HUDSON KEYSE LLC	PHILLIPS KEVIN J	04/09/2008
2008-M1-125225	HUDSON KEYSE LLC	DAVIS ORA L BROWN	03/27/2008
2008-M1-125227	HUDSON KEYSE LLC	MCDONOUGH ANN	03/27/2008
2008-M1-125232	HUDSON KEYSE LLC	GOOSBY JOHN R	03/27/2008
2008-M1-125233	HUDSON KEYSE LLC	CHRISTMAS WILLIAM	03/27/2008
2008-M1-125502	HUDSON KEYSE LLC	ALIMI RASHIDA	03/27/2008
2008-M1-125504	HUDSON KEYSE LLC	HOBSON LAWRENCE SR	03/27/2008
2008-M1-125505	HUDSON KEYSE LLC	GARIBO VINCENTE G	03/27/2008
2008-M1-125507	HUDSON KEYSE LLC	JOHNSON JERMANIE D	03/27/2008
2008-M1-125508	HUDSON KEYSE LLC	BALDETTY BAYRON SR	03/27/2008
2008-M1-125509	HUDSON KEYSE LLC	GOMEZ GERARDO M	03/27/2008
2008-M1-125511	HUDSON KEYSE LLC	HOFFMAN NATALIE M	03/27/2008
2008-M1-125513	HUDSON KEYSE LLC	STEWART RUSSEL C	03/27/2008
2008-M1-125520	HUDSON KEYSE LLC	BORK EVELYN M	03/27/2008
2008-M1-125522	HUDSON KEYSE LLC	SALEEM NAJMA	03/27/2008
2008-M1-125524	HUDSON KEYSE LLC	CANAVAN WILLIAM C	03/27/2008
2008-M1-125527	HUDSON KEYSE LLC	BALESH ROBERT J	03/27/2008

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2008-M1-125530	HUDSON KEYSE KKC	TAN ROHEL B	03/27/2008
2008-M1-125531	HUDSON KEYSE LLC	BUSTAMANTE MELISSA	03/27/2008
2008-M1-125532	HUDSON KEYSE LLC	REKIN LUKASZ	03/27/2008
2008-M1-125533	HUDSON KEYSE LLC	BARRIOS CHARLIE A	03/27/2008
2008-M1-125535	HUDSON KEYSE LLC	GRAHAM DAVID D	03/27/2008
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2008-M1-124882	HUDSON KEYSE LLC	LOVE MYISHA K	03/26/2008
2008-M1-124883	HUDSON KEYSE LLC	BERNAL FRED	03/26/2008
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2008-M1-124885	HUDSON KEYSE LLC	FISHER DANA	03/26/2008
2008-M1-124886	HUDSON KEYSE LLC	YARBROUGH BERNADET	03/26/2008
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2008-M1-124888	HUDSON KEYSE LLC	NORAH LEONARD T	03/26/2008
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2008-M1-125133	HUDSON KEYSE LLC	GONZALEZ JUAN	03/26/2008
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2008-M1-125143	HUDSON KEYSE LLC	NEUMANN SUSAN K	03/26/2008
2008-M1-125144	HUDSON KEYSE LLC	WOODS ROBERT W JR	03/26/2008
2008-M1-125146	HUDSON KEYSE LLC	HERNADEZ SANTIAGO	03/26/2008
2008-M1-125147	HUDSON KEYSE LLC	DAVIS ROBERT E	03/26/2008
2008-M1-125148	HUDSON KEYSE LLC	ASPAN TIMOTHY SR	03/26/2008
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2008-M1-112415	HUDSON KEYSE LLC	JONES WILLIAM E JR	02/19/2008
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2007-M1-253185	HUDSON KEYSE LLC	RUPSLAUK JERRY J	12/17/2007
2007-M1-253186	HUDSON KEYSE LLC	RAMOS JOSE JR	12/17/2007
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2007-M1-253191	HUDSON KEYSE LLC	JONES VICTOR	12/17/2007
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2007-M1-253197	HUDSON KEYSE LLC	ABDULHAFEEZ FATEMA	12/17/2007
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2007-M1-253204	HUDSON KEYSE LLC	JOHNSON JAMIE M SR	12/17/2007
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2007-M1-253209	HUDSON KEYSE LLC	REID ANTHONY	12/17/2007
2007-M1-223741	HUDSON KEYSE LLC	ROMAN DANIEL	12/09/2007
2007-M1-217084	HUDSON KEYSE LLC	HAYNES DONALD JR	11/21/2007
2007-M1-217085	HUDSON KEYSE LLC	BROWN FRANKIE	11/21/2007
2007-M1-217086	HUDSON KEYSE LLC	LOTT WILLA	11/21/2007
2007-M3-003667	HUDSON & KEYSE	VEVERKA MARTIN	11/14/2007

2007-M1-213518	HUDSON KEYSE LLC	KOSCIVZYK BOGDAN A	11/13/2007
2007-M1-213520	HUDSON KEYSE LLC	WANTROBA TED D	11/13/2007
2007-M1-213521	HUDSON KEYSE LLC	MCKENZIE KAREN A	11/13/2007
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2007-M1-213523	HUDSON KEYSE LLC	TORRES INCENCIO AN	11/13/2007
2007-M3-003622	HUDSON & KEYSE LLC	CICCARELLI PHILLIP	11/08/2007
2007-M1-208677	HUDSON KEYSE LLC	GALLEGOS JORGE A	10/31/2007
2007-M1-208678	HUDSON KEYSE LLC	LASKOWSKI MAREK	10/31/2007
2007-M1-208679	HUDSON KEYSE LLC	DIAZ EMILIO	10/31/2007
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2007-M1-208681	HUDSON KEYSE LLC	CARRILLO EMILIO	10/31/2007
2007-M3-003447	HUDSON & KEYSE LLC	FORSYTH PAULA L	10/26/2007
2007-M3-003448	HUDSON & KEYSE LLC	BRYAN BUKOWSKI GAY	10/26/2007
2007-M3-003396	HUDSON & KEYSE	RASHID NASSER A	10/23/2007
2007-M3-003393	HUDSON & KEYSE LLC	NICKSON JENNIFER A	10/22/2007
2007-M1-200586	HUDSON KEYSE L L C	PERLSTEIN HAIM	10/10/2007
2007-M1-200595	HUDSON KEYSE L L C	UMRANI AKHTAR J JA	10/10/2007
2007-M1-200601	HUDSON KEYSE L L C	KADUS MINERVA	10/10/2007
2007-M1-200839	HUDSON KEYSE LLC	WELCHER HAROLD	10/10/2007
2007-M1-200840	HUDSON KEYSE LLC	LEWIS GLORIA J	10/10/2007
2007-M1-200841	HUDSON KEYSE LLC	WILEMAN TIMOTHY	10/10/2007
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2007-M1-200845	HUDSON KEYSE LLC	FENDER PHYLLIS	10/10/2007
2007-M1-200847	HUDSON KEYSE LLC	VALDES PETRA	10/10/2007
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2007-M1-191688	HUDSON KEYSE LLC	SALGADO MARIA E	09/14/2007
2007-M1-191689	HUDSON KEYSE LLC	SULLIVCAN JEDFFREY	09/14/2007
2007-M1-191690	HUDSON KEYSE LLC	MELERO JOSE H	09/14/2007
2007-M1-191691	HUDSON KEYSE LLC	CHANDLER ELOISE	09/14/2007
2007-M1-191692	HUDSON KEYSE LLC	SEBAN JULIE A	09/14/2007
2007-M1-191694	HUDSON KEYSE LLC	SARLI CHRISITOPHER	09/14/2007
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2007-M1-191737	HUDSON KEYSE	WALTON TRAVIS B	09/14/2007
2007-M1-191738	HUDSON KEYSE	WOOTEN HAZEL COLE	09/14/2007
2007-M1-191739	HUDSON KEYSE	SALAZAR PETRA G	09/14/2007
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2007-M1-191748	HUDSON KEYSE	GRAHAM LUETRICA M	09/14/2007
2007-M1-191320	HUDSON KEYSE LLC	VILESHINA ANNA	09/13/2007
2007-M1-191321	HUDSON KEYSE LLC	BOZEMAN CARRIE M	09/13/2007
2007-M3-002521	HUDSON & KEYSE	CABALLERO RICARDO	08/27/2007
2007-M3-002489	HUDSON & KEYSE	KUSTUDICK LAURNE D	08/21/2007
2007-M1-182174	HUDSON KEYSE LLC	WELLS JOHNNIE B	08/17/2007
2007-M1-182175	HUDSON KEYSE LLC	DOUGLAS MARK	08/17/2007
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2007-M1-179854	HUDSON KEYSE LLC	WARHURST LYNN A	08/10/2007
2007-M1-179855	HUDSON KEYSE LLC	ELEBY ROSIE L	08/10/2007
2007-M1-179856	HUDSON KEYSE LLC	LAMBERT TAMARA D G	08/10/2007
2007-M1-179882	HUDSON KEYSE LLC	CLOUD TERESA L	08/10/2007
2007-M1-179968	HUDSON KEYSE LLC	TORRES SANTIAGO L	08/10/2007
2007-M1-179773	HUDSON KEYSE LLC	ENGLISH DAVETTE M	08/09/2007
2007-M1-179774	HUDSON KEYSE LLC	JONES ROSEMARY W	08/09/2007
2007-M1-179775	HUDSON KEYSE LLC	GARDNER DIONE L	08/09/2007
2007-M1-177696	HUDSON KEYSE LLC	ESPINO ANGELINA	08/03/2007
2007-M1-177697	HUDSON KEYSE LLC	NWOSU ROBINSON I	08/03/2007
2007-M3-002282	HUDSON & KEYSE LLC	BRANDT CHERI L	08/02/2007
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2007-M1-177032	HUDSON KEYSE LLC	KOCHER CAROLINE M	08/02/2007
2007-M1-177033	HUDSON KEYSE LLC	MARTINEZ IGNACIO	08/02/2007
2007-M1-177034	HUDSON KEYSE LLC	DIETRICH JANET A	08/02/2007
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2007-M1-174984	HUDSON KEYSE LLC	RAZZAQ ZUBIAR A	07/30/2007
2007-M1-174986	HUDSON KEYSE LLC	FREDETTE JEAN J	07/30/2007
2007-M1-174988	HUDSON KEYSE LLC	CRUZ JUAN M TORRES	07/30/2007
2007-M1-174989	HUDSON KEYSE LLC	CORTES MARIA	07/30/2007
2007-M1-174990	HUDSON KEYSE LLC	NOTTER HARRY S	07/30/2007
2007-M1-174991	HUDSON KEYSE LLC	COLEMAN ERNESTINE	07/30/2007
2007-M1-174992	HUDSON KEYSE LLC	BRABOY JUANITA	07/30/2007
2007-M1-174993	HUDSON KEYSE LLC	CHESS MARY L THOMP	07/30/2007
2007-M1-174994	HUDSON KEYSE LLC	FLORES RICARDO	07/30/2007
2007-M1-174995	HUDSON KEYSE LLC	TURNER MICHAEL P	07/30/2007
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2007-M1-174997	HUDSON KEYSE LLC	FAIR AARON L	07/30/2007
2007-M1-174999	HUDSON KEYSE LLC	MARTINEZ FRANCISCO	07/30/2007
2007-M1-172801	HUDSON KEYSE LLC	REYES CATHERINE A	07/23/2007
2007-M1-172813	HUDSON KEYSE LLC	VAITKUS JOHN M	07/23/2007
2007-M1-172833	HUDSON KEYSE LLC	WALKER VESTA P	07/23/2007
2007-M1-166286	HUDSON KEYSE LLC	MEDINA CARLOS	07/02/2007

2007-M1-166287	HUDSON KEYSE LLC	MCCLAURIN GEORGE H	07/02/2007
2007-M1-166288	HUDSON KEYSE LLC	CROWDER ANTHONY C	07/02/2007
2007-M1-166301	HUDSON KEYSE LLC	MCGINNIS MARK T	07/02/2007
2007-M1-166302	HUDSON KEYSE LLC	THOMAS AUNDREA D	07/02/2007
2007-M1-163724	HUDSON AND KEYSE	PAPPAS NIKKI P	06/26/2007
2007-M1-163725	HUDSON AND KEYSE	HOFACKER BRIAN J	06/26/2007
2007-M1-163731	HUDSON AND KEYSE	HOOD GLADYS L	06/26/2007
2007-M1-163732	HUDSON AND KEYSE	REYES ANDREA M	06/26/2007
2007-M1-163733	HUDSON AND KEYSE	HILL ANTHONY	06/26/2007
2007-M1-163734	HUDSON AND KEYSE	BUCKLEY DON	06/26/2007
2007-M1-163747	HUDSON KEYSE LLC	BANIQUED EDGARDO F	06/26/2007
2007-M1-161872	HUDSON KEYSE LLC	BLANNER DANIEL JR	06/20/2007
2007-M1-161873	HUDSON KEYSE LLC	JONES WILLIAM H	06/20/2007
2007-M1-161874	HUDSON KEYSE LLC	MARTINEZ MARCO A	06/20/2007
2007-M1-161226	HUDSON KEYSE LLC	CANSINO LORA RIGON	06/19/2007
2007-M1-161227	HUDSON KEYSE LLC	HAWTHORN ANITA MAN	06/19/2007
2007-M1-161228	HUDSON KEYSE LLC	POWELL SARAH P	06/19/2007
2007-M1-161229	HUDSON KEYSE LLC	MACK LINDA MCCLAIN	06/19/2007
2007-M1-161230	HUDSON KEYSE LLC	MOLINA JOANNE M	06/19/2007
2007-M1-161231	HUDSON KEYSE LLC	WARREN MICHAEL E	06/19/2007
2007-M1-161232	HUDSON KEYSE LLC	SKINNER ERNEST	06/19/2007
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2007-M1-161234	HUDSON KEYSE LLC	HEDGLEY ALBERTA H	06/19/2007
2007-M1-161235	HUDSON KEYSE LLC	MALLOY CHRISTOPHER	06/19/2007
2007-M1-161236	HUDSON KEYSE LLC	PEREZ JOSE A	06/19/2007
2007-M1-161237	HUDSON KEYSE LLC	TSALAS JASMINE N	06/19/2007
2007-M1-161238	HUDSON KEYSE LLC	SCHANDER CYNTHIA A	06/19/2007
2007-M1-157822	HUDSON KEYSE LLC	DEFILIPPIS MICHAEL	06/12/2007
2007-M1-157823	HUDSON KEYSE LLC	RAMOS DAVID	06/12/2007
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2007-M1-157825	HUDSON KEYSE LLC	MORALES FIDEL GOME	06/12/2007
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2007-M1-157829	HUDSON KEYSE LLC	GUAJARDO JOHN J	06/12/2007
2007-M1-157830	HUDSON KEYSE LLC	RENDELL JENNIFER S	06/12/2007
2007-M1-157831	HUDSON KEYSE LLC	VILLASENOR FRANK J	06/12/2007
2007-M1-157832	HUDSON KEYSE LLC	GRALIK ROBERT V	06/12/2007
2007-M1-157833	HUDSON KEYSE LLC	TOPINKA REUBEN A	06/12/2007
2007-M1-157834	HUDSON KEYSE LLC	ROUPP ALBERT A	06/12/2007
2007-M1-157836	HUDSON KEYSE LLC	MORRIS PHILLIP	06/12/2007
2007-M1-157837	HUDSON KEYSE LLC	KEAS MICHAEL A	06/12/2007
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2007-M1-157235	HUDSON KEYSE LLC	OSTROWSKI DUFFEN J	06/08/2007
2007-M1-157236	HUDSON KEYSE LLC	DABROWSKI PETER SV	06/08/2007
2007-M1-157237	HUDSON KEYSE LLC	FLISS RICHARD J	06/08/2007
2007-M1-155082	HUDSON KEYSE LLC	MCKAY ANGEL D	06/04/2007
2007-M1-151683	HUDSON KEYSE LLC	OMALLEY SANDRA L	05/24/2007
2007-M1-151684	HUDSON KEYSE LLC	YAMAJI ARTHUR T SR	05/24/2007
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2007-M1-151688	HUDSON KEYSE LLC	ORTEGA LUCIANO	05/24/2007
2007-M1-151690	HUDSON KEYSE LLC	GNIADECKI PAUL M J	05/24/2007
2007-M1-151691	HUDSON KEYSE LLC	CASILLAS EVELIA	05/24/2007
2007-M1-151692	HUDSON KEYSE LLC	SHORTER LINDA	05/24/2007
2007-M1-151876	HUDSON KEYSE LLC	LABRECK AARON DAVI	05/24/2007
2007-M1-151878	HUDSON KEYSE LLC	FINLEY NATOCHEWA Y	05/24/2007
2007-M1-151880	HUDSON KEYSE LLC	KRAMER SCOTT B	05/24/2007
2007-M1-151881	HUDSON KEYSE LLC	BERNARD TOMMIE C	05/24/2007
2007-M1-151883	HUDSON KEYSE LLC	KENEBREW BRIAN L	05/24/2007
2007-M1-151885	HUDSON KEYSE LLC	LET RUDY	05/24/2007
2007-M1-151887	HUDSON KEYSE LLC	HAYES DAMEN C	05/24/2007
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2007-M1-151891	HUDSON KEYSE LLC	RAINEY HERBERT	05/24/2007
2007-M1-151892	HUDSON KEYSE LLC	MARTIN EWAUN	05/24/2007
2007-M1-151894	HUDSON KEYSE LLC	SOLIS ERASMO	05/24/2007
2007-M1-151896	HUDSON KEYSE LLC	TODOROVIC RUZICA	05/24/2007
2007-M1-148250	HUDSON KEYSE LLC	SHORTER LINDA	05/15/2007
2007-M1-148257	HUDSON KEYSE LLC	GUSHINIERE GEORGE	05/15/2007
2007-M1-148259	HUDSON KEYSE LLC	VAUGHAN DAVID JAME	05/15/2007
2007-M1-148260	HUDSON KEYSE LLC	WARD KENYON S	05/15/2007
2007-M1-147471	HUDSON KEYSE LLC	RIVAS RAFAEL	05/11/2007
2007-M1-147472	HUDSON KEYSE	BROWN ARTRICE	05/11/2007
2007-M1-147473	HUDSON KEYSE LLC	KOERNER DALE J	05/11/2007
2007-M1-147474	HUDSON KEYSE LLC	VAZUL STEVE M	05/11/2007
2007-M1-147612	HUDSON KEYSE LLC	REHMAN ABDUL	05/11/2007
2007-M1-147613	HUDSON KEYSE LLC	NOWAK MICHAEL T	05/11/2007
2007-M1-145873	HUDSON KEYSE LLC	SINENI STEVEN L	05/09/2007
2007-M1-146417	HUDSON KEYSE LLC	GRALIK ROBERT V	05/09/2007
2007-M1-146419	HUDSON KEYSE LLC	MANGUN KASHANTI A	05/09/2007
2007-M1-146420	HUDSON KEYSE LLC	WALKER JACKIE J	05/09/2007
2007-M1-146421	HUDSON KEYSE LLC	DOUBEK RICHARD F	05/09/2007
2007-M1-146422	HUDSON KEYSE LLC	BROWN PAUL J	05/09/2007
2007-M1-146423	HUDSON KEYSE LLC	FISK JASON K	05/09/2007

2007-M1-146425	HUDSON KEYSE LLC	GIBSON MICHAEL	05/09/2007
2007-M1-146426	HUDSON KEYSE LLC	CEPHUS LAVELL	05/09/2007
2007-M1-145495	HUDSON KEYSE ASSGN	BANKS DAVID	05/08/2007
2007-M1-137191	HUDSON KEYSE LLC	STENSON HUBERT	04/19/2007
2007-M1-137193	HUDSON KEYSE	FAJARDO CUNEGUNDO	04/19/2007
2007-M1-137195	HUDSON KEYSE LLC	GLENN MARY	04/19/2007
2007-M1-137196	HUDSON KEYSE LLC	JORDAN DIANE	04/19/2007
2007-M1-137197	HUDSON KEYSE LLC	MURILLO OSACR G SR	04/19/2007
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2007-M1-137200	HUDSON KEYSE LLC	HATCHER CORNELIUS	04/19/2007
2007-M1-137202	HUDSON KEYSE LLC	LUCKEY DERRICK E	04/19/2007
2007-M1-137203	HUDSON KEYSE LLC	FREDERICKS CEDRIC	04/19/2007
2007-M1-135955	HUDSON KEYSE	WILSON FABIAN	04/17/2007
2007-M1-135956	HUDSON KEYSE	TRAUB GEORGE J	04/17/2007
2007-M1-135957	HUDSON KEYSE	WILLADA REYNALDO D	04/17/2007
2007-M1-135958	HUDSON KEYSE	MANUEL DAVID	04/17/2007
2007-M1-135959	HUDSON KEYSE	SKIPARIS GINTARAS	04/17/2007
2007-M1-135960	HUDSON KEYSE	COGBURN LLOYD JR	04/17/2007
2007-M1-135961	HUDSON KEYSE	MCKAY ANGEL D	04/17/2007
2007-M1-135963	HUDSON KEYSE	COATAR STEPHANIE D	04/17/2007
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2007-M1-127697	HUDSON KEYSE LLC	RENDON JOSE A	04/02/2007
2007-M1-127698	HUDSON KEYSE LLC	BYNUM DAISY M	04/02/2007
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2007-M1-127701	HUDSON KEYSE LLC	STAUFFER JOHN D	04/02/2007
2007-M1-127702	HUDSON KEYSE LLC	FOSHINBAUR KATHY J	04/02/2007
2007-M1-125768	HUDSON KEYSE LLC	WOLFE TONY LEE	03/28/2007
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2006-M1-190666	HUDSON KEYSE	JOKICH VELJKO	11/17/2006
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2005-M1-106219	HUDSON KEYSE LLC	RIZAL ROSULU S	01/31/2005
2005-M1-106223	HUDSON KEYSE LLC	JOLLA RONALD A	01/31/2005

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2004-M1-182696	HUDSON KEYSE LLC	ORTIZ JOSE W	12/07/2004
2004-M1-182698	HUDSON KEYSE LLC	GUNDERSON JAMIE R	12/07/2004
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168994	HUDSON KEYSE LLC	DANIEL JAMES W	10/19/2004
2004-M1-165747	HUDSON KEYSE LLC	HERMILLIO CRUZ MON	10/06/2004
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2004-M1-160805	HUDSON KEYSE LLC	LOPEZ FRANK C	09/16/2004
2004-M1-160806	HUDSON KEYSE LLC	SCHIPPER ROGER D	09/16/2004
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2004-M1-160808	HUDSON KEYSE LLC	ELDRIDGE CATHEY B	09/16/2004
2004-M1-160810	HUDSON KEYSE LLC	MOORE EDWARD R	09/16/2004
2004-M1-160811	HUDSON KEYSE LLC	DOBROWSLSKI CZESLA	09/16/2004
2004-M3-002701	HUDSON & KEYSE	VASILE DANIEL	08/27/2004
2004-M1-132683	HUDSON KEYSE LLC	LILIGREN RUTH A	05/26/2004
2004-M1-130545	HUDSON KEYSE INC	AKAPO AKINTUDE A	05/18/2004
2004-M3-001530	HUDSON & KEYSE	KAPLAN LESTER J	05/13/2004
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2004-M1-124679	HUDSON KEYSE LLC	TAYLOR CHARLES Q	04/23/2004
2004-M1-124717	HUDSON KEYSE LLC	GILBERT IRIS C	04/23/2004
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2004-M1-103211	HUDSON KEYSE INC	AYALA JOHN T	01/20/2004
2003-M1-180638	HUDSON KEYSE INC	ROGERS ALVIN D	12/15/2003
2003-M1-180243	HUDSON KEYSE INC	CHASE MARCIA C	12/11/2003
2003-M1-169503	HUDSON KEYSE INC	ALEXANDER GREG T	10/24/2003

2003-M1-162965	HUDSON & KEYSE INC	MALONE DENNIS A	09/30/2003
2003-M1-162591	HUDSON & KEYSE INC	DENES RICHARD J	09/29/2003
2003-M1-162595	HUDSON & KEYSE	MASON PEARLIE A	09/29/2003
2003-M1-128321	HUDSON KEYSE INC	AUSTIN DORIS J PAR	05/02/2003
2003-M1-126362	HUDSON KEYSE INC	BAKER VIRD E	04/24/2003
2003-M1-122212	HUDSON & KEYSE INC	DUK S. CHOI	04/07/2003
2003-M1-120077	HUDSON KEYSE INC	AURIENCE PATRICK J	03/28/2003
2003-M1-118324	HUDSON KEYSE INC	GARCIA CHRISTINE A	03/21/2003
2003-M1-116533	HUDSON & KEYSE INC	FRANCO FAUSTINO ME	03/17/2003
2003-M1-115861	HUDSON & KEYSE INC	GALLOWAY ANTOINETT	03/14/2003
2003-M1-115862	HUDSON & KEYSE INC	GENTIL JESUS T	03/14/2003
2003-M1-115865	HUDSON & KEYSE INC	KUHN THOMAS J JR	03/14/2003
2003-M1-116137	HUDSON KEYSE INC	PEREZ MARIA	03/14/2003
2003-M1-114932	HUDSON & KEYSE INC	TAYLOR LOREA	03/11/2003
2003-M1-114198	HUDSON KEYSE INC	RYBOLT KIMBERLY M	03/07/2003
2003-M1-112982	HUDSON KEYSE INC	GUERRERO MIGUEL A	02/28/2003
2003-M1-112988	HUDSON KEYSE INC	STRACHAN BEVELY N	02/28/2003
2003-M1-103497	HUDSON KEYSE INC	ANDERSON LEVERTY	01/17/2003
2003-M1-103230	HUDSON KEYSE INC	CAMPBELL BERNELL A	01/15/2003
2003-M1-100039	HUDSON KEYSE INC	ANTWINE RONALD G	01/02/2003
2000-M1-122696	HUDSON & KEYSE INC	LEVERENZ ANDREW G	05/12/2000
2000-M1-			

122697	HUDSON & KEYSE INC	DURAN GWENDOLYN	05/12/2000
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APPENDIX B

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TIMOTHY ASPAN, SR.,)	
individually and on behalf of the)	08-cv-2826
class defined herein,)	
)	Judge Hart
Plaintiff,)	Magistrate Judge Denlow
)	
vs.)	
)	
HUDSON & KEYSE, LLC,)	
)	
Defendant.)	

DECLARATION OF DANIEL A. EDELMAN

Daniel A. Edelman declares under penalty of perjury, as provided for by 28 U.S.C. §1746, that the following statements are true:

1. Edelman, Combs, Latturner & Goodwin, LLC, has 5 principals, Daniel A. Edelman, Cathleen M. Combs, James O. Latturner, Tara L. Goodwin, and Michelle R. Teggelaar and 9 associates.

2. Daniel A. Edelman is a 1976 graduate of the University of Chicago Law School. From 1976 to 1981 he was an associate at the Chicago office of Kirkland & Ellis with heavy involvement in the defense of consumer class action litigation (such as the General Motors Engine Interchange cases). In 1981 he became an associate at Reuben & Proctor, a medium-sized firm formed by some former Kirkland & Ellis lawyers, and was made a partner there in 1982. From the end of 1985 he has been in private practice in downtown Chicago. Virtually all of his practice involves litigation on behalf of consumers, mostly through class actions. He is the co-author of Rosmarin & Edelman, Consumer Class Action Manual (2d-4th editions, National Consumer Law Center 1990, 1995 and 1999); author of Payday Loans: Big Interest Rates and Little Regulation, 11 Loy.Consumer L.Rptr. 174 (1999); author of Consumer Fraud and Insurance Claims, in Bad Faith and Extracontractual Damage Claims in Insurance Litigation, Chicago Bar Ass'n 1992; co-author of Chapter 8, "Fair Debt Collection Practices Act," Ohio Consumer Law (1995 ed.); co-author of Fair Debt Collection: The Need for Private Enforcement, 7 Loy.Consumer L.Rptr. 89 (1995); author of An Overview of The Fair Debt Collection Practices Act, in Financial Services Litigation, Practising Law Institute (1999); co-author of Residential Mortgage Litigation, in Financial Services Litigation, Practising Law Institute (1996); author of Automobile Leasing: Problems and Solutions, 7 Loy.Consumer L.Rptr. 14 (1994); author of Current Trends in Residential Mortgage Litigation, 12 Rev. of Banking & Financial Services 71 (April 24, 1996); author of Applicability of Illinois Consumer

Fraud Act in Favor of Out-of-State Consumers, 8 Loy.Consumer L.Rptr. 27 (1996); co-author of Illinois Consumer Law (Chicago Bar Ass'n 1996); co-author of D. Edelman and M. A. Weinberg, Attorney Liability Under the Fair Debt Collection Practices Act (Chicago Bar Ass'n 1996); author of The Fair Debt Collection Practices Act: Recent Developments, 8 Loy.Consumer L. Rptr. 303 (1996); author of Second Mortgage Frauds, Nat'l Consumer Rights Litigation Conference 67 (Oct. 19-20, 1992); and author of Compulsory Arbitration of Consumer Disputes, Nat'l Consumer Rights Litigation Conference 54, 67 (1994). He is a member of the Illinois bar and admitted to practice in the following courts: United States Supreme Court, Seventh Circuit Court of Appeals, First Circuit Court of Appeals, Second Circuit Court of Appeals, Third Circuit Court of Appeals, Fifth Circuit Court of Appeals, Eighth Circuit Court of Appeals, Ninth Circuit Court of Appeals, Tenth Circuit Court of Appeals, Eleventh Circuit Court of Appeals, United States District Courts for the Northern and Southern Districts of Indiana, United States District Courts for the Northern, Central, and Southern Districts of Illinois, United States District Court for the District of Arizona, United States District Court for the District of Connecticut, and the Supreme Court of Illinois. He is a member of the Northern District of Illinois trial bar.

3. Cathleen M. Combs is a 1976 graduate of Loyola University Law School. She formerly supervised the Northwest office of the Legal Assistance Foundation of Chicago, where she was lead or co-counsel in class actions in the areas of unemployment compensation, prison law, social security law, and consumer law. She joined what is now Edelman, Combs, Latturner & Goodwin, LLC in early 1991. Decisions in which she was involved prior to joining the firm include: Johnson v. Heckler, 607 F.Supp. 875 (N.D.Ill. 1984), and 100 F.R.D. 70 (N.D. Ill. 1983); Sanders v. Shephard, 185 Ill.App.3d 719, 541 N.E.2d 1150 (1st Dist. 1989); Maller v. Cohen, 176 Ill.App.3d 987, 531 N.E.2d 1029 (1st Dist. 1988); Wright v. Department of Labor, 166 Ill.App.3d 438, 519 N.E.2d 1054 (1st Dist. 1988); Barron v. Ward, 165 Ill.App.3d 653, 517 N.E.2d 591 (1st Dist. 1987); City of Chicago v. Leviton, 137 Ill.App.3d 126, 484 N.E.2d 438 (1st Dist. 1985); Jude v. Morrissey, 117 Ill.App.3d 782, 454 N.E.2d 24 (1st Dist. 1983). She is a member of the Northern District of Illinois trial bar.

4. James O. Latturner is a 1962 graduate of the University of Chicago Law School. Until 1969, he was an associate and then a partner at the Chicago law firm of Berchem, Schwanes & Thuma. From 1969 to 1995 he was Deputy Director of the Legal Assistance Foundation of Chicago, where he specialized in consumer law, including acting as lead counsel in over 30 class actions. His publications include Chapter 8 ("Defendants") in Federal Practice Manual for Legal Services Attorneys (M. Masinter, Ed., National Legal Aid and Defender Association 1989); Governmental Tort Immunity in Illinois, 55 Ill.B.J. 29 (1966); Illinois Should Explicitly Adopt the Per Se Rule for Consumer Fraud Act Violations, 2 Loy.Consumer L.Rep. 64 (1990), and Illinois Consumer Law (Chicago Bar Ass'n 1996). He has taught in a nationwide series of 18 Federal Practice courses sponsored by the Legal Services Corporation, each lasting four days and designed for attorneys with federal litigation experience. He has argued some 30 appeals, including two cases in the United States Supreme Court and two in the Illinois Supreme Court. Mr. Latturner was involved in many of the significant decisions establishing the rights of Illinois consumers. He is a member of the Northern District of Illinois trial bar.

5. Tara L. Goodwin is a graduate of the University of Chicago (B.A., with general honors, 1988) and Illinois Institute of Technology, Chicago-Kent College of Law (J.D., with high honors, 1991). She has been with the firm since her graduation and has participated in many of the cases described below. **Reported Cases:** Williams v. Chartwell Financial Services, LTD, 204 F.3d 748 (7th Cir. 2000); Hillenbrand v. Meyer Medical Group, 682 N.E.2d 101 (Ill.1st Dist. 1997), 720 N.E.2d 287 (Ill.1st Dist. 1999); Bessette v. Avco Fin. Servs., 230 F.3d 439 (1st Cir. 2000); Large v. Conseco Fin. Servicing Co., 292 F.3d 49 (1st Cir. 2002); Carbajal v. Capital One, 219 F.R.D. 437 (N.D.Ill. 2004); Russo v. B&B Catering, 209 F.Supp.2d 857 (N.D.IL 2002); Garcia v. Village of Bensenville, 2002 U.S. Dist. LEXIS 3803 (N.D.Ill.); Romaker v. Crossland Mtg. Co., 1996 U.S. Dist. LEXIS 6490 (N.D.IL); Mount v. LaSalle Bank Lake View, 926 F.Supp. 759 (N.D.Ill 1996). She is a member of the Northern District of Illinois trial bar.

6. Michelle R. Teggelaar is a graduate of the University of Illinois (B.A., 1993) and Chicago-Kent College of Law, Illinois Institute of Technology (J.D., with honors, 1997). **Reported Cases:** Johnson v. Revenue Management, Inc., 169 F.3d 1057 (7th Cir.1999); Hernandez v. Attention, LLC, 429 F. Supp. 2d 912 (N.D. Ill. 2005); Coelho v. Park Ridge Oldsmobile, Inc., 247 F. Supp. 2d 1004 (N.D. Ill. 2003); Dominguez v. Alliance Mtge., Co., 226 F. Supp. 2d 907 (N.D. Ill. 2002); Watson v. CBSK Financial Group, Inc., 197 F. Supp. 2d 1118 (N.D. Ill. 2002); Van Jackson v. Check 'N Go of Illinois, Inc., 123 F. Supp. 2d 1085 (N.D. Ill. 2000), Van Jackson v. Check 'N Go of Illinois, Inc., 123 F. Supp. 2d 1079, Van Jackson v. Check 'N Go of Illinois, Inc., 114 F. Supp. 2d 731 (N.D. Ill. 2000); Van Jackson v. Check 'N Go of Illinois, Inc., 193 F.R.D. 544 (N.D. Ill. 2000); Vines v. Sands, 188 F.R.D. 302 (N.D. Ill. 1999); Veillard v. Mednick, 24 F. Supp. 2d 863 (N.D. Ill.1998); Sledge v. Sands, 182 F.R.D. 255 (N.D. Ill. 1998), Vines v. Sands, 188 F.R.D. 203 (N.D. Ill. 1999), Livingston v. Fast Cash USA, Inc., 753 N.E.2d 572 (Ind. 2001); Binder v. Atlantic Credit and Finance, Inc., 2007 U.S. Dist. LEXIS 11483 (S.D. Ind. 2007); Carroll v. Butterfield Heath Care, Inc., 2003 WL 22462604 (N.D. Ill. 2003); Payton v. New Century Mtge., Inc., 2003 WL 22349118 (N.D. Ill. 2003); Seidat v. Allied Interstate, Inc., 2003 WL 2146825 (N.D. Ill. 2003) (Report and Recommendation); Michalowski v. Flagstar Bank, FSB, 2002 WL 112905 (N.D. Ill. 2002); Bigalke v. Creditrust Corp., 2001 WL 1098047 (N.D. Ill 2001) (Report and Recommendation); Donnelly v. Illini Cash Advance, 2000 WL 1161076 (N.D. Ill. 2000); Mitchem v. Paycheck Advance Express, 2000 WL 419992 (N.D. Ill 2000); Pinkett v. Moolah Loan Co., 1999 WL 1080596 (N.D. Ill. 1999); Farley v. Diversified Collection Serv., 1999 WL 965496 (N.D. Ill. 1999); Davis v. Commercial Check Control, 1999 WL 965496 (N.D. Ill. 1999); Sledge v. Sands, 1999 WL 261745 (N.D. Ill. 1999); Slater v. Credit Sciences, Inc., 1998 WL 341631 (N.D. Ill. 1998); Slater v. Credit Sciences, Inc., 1998 WL 299803 (N.D. Ill. 1998).

7. Associates

a. Francis R. Greene is a graduate of Johns Hopkins University (B.A., with honors, May 1984), Rutgers University (Ph.D., October 1991), and Northwestern University Law School (J.D., 2000). **Reported Cases:** Johnson v. Thomas, 342 Ill. App.3d 382, 794 N.E.2d 919 (1st Dist. 2003); Jolly v. Shapiro & Kreisman, 237 F. Supp. 2d 888 (N.D. Ill.

2002); Parker v. 1-800 Bar None, a Financial Corp., Inc. 2002 WL 215530 (N.D. Ill. 2002); Jiang v. Allstate Ins. Co. (199 F.R.D. 267); Hill v. AMOCO Oil Co. 2003 WL 262424, 2001 WL 293628 (N.D. Ill. 2003); Roquet v. Arthur Anderson LLP 2002 WL 1900768 (N.D. Ill. 2002); White v. Financial Credit, Corp. 2001 WL 1665386 (N.D. Ill.); Ransom v. Gurnee Volkswagen 2001 WL 1241297 (N.D. Ill. 2001) and 2002 WL 449703 (N.D. Ill. 2002); Doxie v. Impac Funding Corp. 2002 WL 31045387 (N.D. Ill. 2002); Levin v. Kluever & Platt LLC 2003 WL 22757763 and 2003 WL 22757764 (N.D. Ill. 2003); Pleasant v. Risk Management Alternatives 2003 WL 22175390 (N.D. Ill. 2003); Jenkins v. Mercantile Mortgage 231 F. Supp. 2d 737 (N.D. Ill. 2002); Hobson v. Lincoln Ins. Agency, Inc. 2001 WL 55528, 2001 WL 648958 (N.D. Ill. 2001), Anderson v. Lincoln Ins. Agency 2003 WL 291928, Hobson v. Lincoln Ins. Agency 2003 WL 338161 (N.D. Ill. 2003); Handy v. Anchor Mortgage Corp., 464 F.3d 760 (7th Cir. 2006). He is a member of the Northern District of Illinois trial bar.

b. Julie Clark (néé Cobolovic) is a graduate of Northern Illinois University (B.A., 1997) and DePaul University College of Law (J.D., 2000). **Reported Cases:** Qualkenbush v. Harris Trust & Savings Bank 219 F. Supp.2d 935 (N.D. Ill., 2002); Covington-McIntosh v. Mount Glenwood Memory Gardens 2002 WL 31369747 (N.D. Ill., 2002), 2003 WL 22359626 (N.D. Ill. 2003); Ballard Nursing Center, Inc. v. GF Healthcare Products, Inc., 2007 U.S. Dist. LEXIS 84425 (N.D. Ill. Nov. 14, 2007); Record-A-Hit, Inc. v. Nat'l. Fire Ins. Co., No. 1-07-0684, 2007 Ill. App. LEXIS 1194 (Ill. App. 1st Dist. Nov. 13, 2007).

c. Heather A. Kolbus (néé Piccirilli) is a graduate of DePaul University (B.S. *cum laude*, 1997), and Roger Williams University School of Law (J.D., 2002). **Reported Cases:** Clark v. Experian Info. Solutions, Inc., 2004 U.S. Dist. LEXIS 28324 (D.S.C. Jan. 14, 2004); DeFrancesco v. First Horizon Home Loan Corp., 2006 U.S. Dist. LEXIS 80718 (S.D. Ill. Nov. 2, 2006); Jeppesen v. New Century Mortgage Corp., 2006 U.S. Dist. LEXIS 84035 (N.D. Ind. Nov. 17, 2006); Benedia v. Super Fair Cellular, Inc., 2007 U.S. Dist. LEXIS 71911 (N.D. Ill. Sept. 26, 2007).

d. Thomas E. Soule is a graduate of Stanford University (B.A., 2000), and the University of Wisconsin Law School (J.D., 2003). **Reported Cases:** Murray v. Sunrise Chevrolet, Inc., 441 F.Supp.2d 940 (N.D. Ill. 2006); Iosello v. Leiblys, Inc., 502 F. Supp.2d 782 (N.D. Ill. 2007); Claffey v. River Oaks Hyundai, Inc., 486 F. Supp.2d 776 (N.D. Ill. 2007).

e. Cassandra P. Miller is a graduate of the University of Wisconsin – Madison (B.A. 2001) and John Marshall Law School (J.D. *magna cum laude* 2006). **Reported Cases:** Pietras v. Sentry Ins. Co., 513 F. Supp.2d 983 (N.D. Ill. 2007); Hernandez v. Midland Credit Mgmt., 2007 U.S. Dist. LEXIS 16054 (N.D. Ill. Sept. 25, 2007); Balogun v. Midland Credit Mgmt., 2007 U.S. Dist. LEXIS 74845 (S.D. Ind. Oct. 5, 2007).

f. Tiffany N. Hardy (admitted NY, DC, IL) is a graduate of Tuskegee University (B.A. 1998) and Syracuse University College of Law (J.D. 2001).

g. Zachary Jacobs is a graduate of the University of South Dakota (B.S. 2002) and Chicago-Kent College of Law, Illinois Institute of Technology (J.D. 2007).

h. Rupali Shah is a graduate of the University of Chicago (B.A. 2004) and University of Illinois College of Law (J.D. 2007).

i. Michael J. Aschenbrener is a graduate of the University of Minnesota (B.A. 2001) and the Chicago-Kent College of Law, Illinois Institute of Technology (J.D. May 2007).

8. The firm also has 15 legal assistants, as well as other support staff.

9. Since its inception, the firm has recovered more than \$500 million for consumers.

10. The types of cases handled by the firm are illustrated by the following:

11. Mortgage charges and servicing practices: The firm has been involved in dozens of cases, mostly class actions, complaining of illegal charges on mortgages and improper servicing practices. These include MDL-899, In re Mortgage Escrow Deposit Litigation, and MDL-1604, In re Ocwen Federal Bank FSB Mortgage Servicing Litigation, as well as the Fairbanks mortgage servicing litigation. Decisions in the firm's mortgage cases include: Christakos v. Intercounty Title Co., 196 F.R.D. 496 (N.D.Ill. 2000); Johnstone v. Bank of America, N.A., 173 F.Supp.2d 809 (N.D.Ill. 2001); Leon v. Washington Mut. Bank, F.A., 164 F.Supp.2d 1034 (N.D.Ill. 2001); Williamson v. Advanta Mortg. Corp., 1999 U.S. Dist. LEXIS 16374 (N.D.Ill., Oct. 5, 1999); McDonald v. Washington Mut. Bank, F.A., 2000 U.S. Dist. LEXIS 11496 (N.D.Ill., June 22, 2000); Metmor Financial, Inc. v. Eighth Judicial District Court, No. 23848 (Nev.Sup.Ct., Apr. 27, 1993); GMAC Mtge. Corp. v. Stapleton, 236 Ill.App.3d 486, 603 N.E.2d 767 (1st Dist. 1992), leave to appeal denied, 248 Ill.2d 641, 610 N.E.2d 1262 (1993); Leff v. Olympic Fed. S. & L. Ass'n, 1986 WL 10636 (N.D.Ill. 1986); Aitken v. Fleet Mtge. Corp., 1991 U.S.Dist. LEXIS 10420 (N.D.Ill. 1991), and 1992 U.S.Dist. LEXIS 1687 (N.D.Ill., Feb. 12, 1992); Poindexter v. National Mtge. Corp., 1991 U.S.Dist. LEXIS 19643 (N.D.Ill., Dec. 23, 1991), later opinion, 1995 U.S.Dist. LEXIS 5396 (N.D.Ill., April 24, 1995); Sanders v. Lincoln Service Corp., 1993 U.S.Dist. LEXIS 4454 (N.D.Ill. 1993); Robinson v. Empire of America Realty Credit Corp., 1991 U.S.Dist. LEXIS 2084 (N.D.Ill., Feb. 20, 1991); In re Mortgage Escrow Deposit Litigation, M.D.L. 899, 1994 U.S.Dist. LEXIS 12746 (N.D.Ill., Sept. 8, 1994); Greenberg v. Republic Federal S. & L. Ass'n, 1995 U.S.Dist. LEXIS 5866 (N.D.Ill., May 1, 1995).

12. The recoveries in the escrow overcharge cases alone are over \$250 million. Leff was the seminal case on mortgage escrow overcharges.

13. The escrow litigation had a substantial effect on industry practices, resulting in limitations on the amounts which mortgage companies held in escrow.

14. Bankruptcy: The firm brought a number of cases complaining that money was being systematically collected on discharged debts, in some cases through the use of invalid reaffirmation agreements, including the national class actions against Sears and General Electric. Conley v. Sears, Roebuck, 1:97cv11149 (D.Mass); Fisher v. Lechmere Inc., 1:97cv3065, (N.D.Ill.). These cases were settled and resulted in recovery by nationwide classes. Cathleen Combs successfully argued the first Court of Appeals case to hold that a bankruptcy debtor induced to pay a discharged debt by means of an invalid reaffirmation agreement may sue to recover the payment. Bessette v. Avco Financial Services, 230 F.3d 439 (1st Cir. 2000).

15. Automobile sales and financing practices: The firm has brought many cases challenging practices relating to automobile sales and financing, including:

a. Hidden finance charges resulting from pass-on of discounts on auto purchases. Walker v. Wallace Auto Sales, Inc., 155 F.3d 927, 1998 U.S. App. LEXIS 22663 (7th Cir. 1998).

b. Misrepresentation of amounts disbursed for extended warranties. Taylor v. Quality Hyundai, Inc., 150 F.3d 689, 1998 U.S.App. LEXIS 16434 (7th Cir. 1998); Grimaldi v. Webb, 282 Ill.App.3d 174, 668 N.E.2d 39 (1st Dist. 1996), leave to appeal denied, 169 Ill.2d 566 (1996); Slawson v. Currie Motors Lincoln Mercury, Inc., 1995 U.S.Dist. LEXIS 451 (N.D.Ill., Jan. 5, 1995); Cirone-Shadow v. Union Nissan, Inc., 1995 U.S.Dist. LEXIS 1379 (N.D.Ill., Feb. 3, 1995), later opinion, 1995 U.S.Dist. LEXIS 5232 (N.D.Ill., April 20, 1995) (same); Chandler v. Southwest Jeep-Eagle, Inc., 1995 U.S. Dist. LEXIS 8212 (N.D.Ill., June 8, 1995); Shields v. Lefta, Inc., 1995 U.S.Dist. LEXIS 7807 (N.D.Ill., June 5, 1995).

c. Spot delivery. Janikowski v. Lynch Ford, Inc., 1999 U.S. Dist. LEXIS 3524 (N.D.Ill., March 11, 1999); Diaz v. Westgate Lincoln Mercury, Inc., 1994 U.S.Dist. LEXIS 16300 (N.D.Ill. 1994); Grimaldi v. Webb, 282 Ill.App.3d 174, 668 N.E.2d 39 (1st Dist. 1996), leave to appeal denied, 169 Ill.2d 566 (1996).

d. Force placed insurance. Bermudez v. First of America Bank Champion, N.A., 860 F.Supp. 580 (N.D.Ill. 1994); Travis v. Boulevard Bank, 1994 U.S.Dist. LEXIS 14615 (N.D.Ill., Oct. 13, 1994), modified, 880 F.Supp. 1226 (N.D.Ill., 1995); Moore v. Fidelity Financial Services, Inc., 884 F. Supp. 288 (N.D.Ill. 1995).

e. Improper obligation of cosigners. Lee v. Nationwide Cassell, 174 Ill.2d 540, 675 N.E.2d 599 (1996); Taylor v. Trans Acceptance Corp., 267 Ill.App.3d 562, 641 N.E.2d 907 (1st Dist. 1994), leave to appeal denied, 159 Ill.2d 581, 647 N.E.2d 1017 (1995).

f. Evasion of FTC holder rule. Brown v. LaSalle Northwest Nat'l Bank, 148 F.R.D. 584 (N.D.Ill. 1993), 820 F.Supp. 1078 (N.D.Ill. 1993), and 1993 U.S.Dist. LEXIS 11419 (N.D.Ill., Aug. 13, 1993).

16. These cases also had a substantial effect on industry practices. The

warranty cases, such as Grimaldi, Gibson, Slawson, Cirone-Shadow, Chandler, and Shields, resulted in the Federal Reserve Board's revision of applicable disclosure requirements, so as to prevent car dealers from representing that the charge for an extended warranty was being disbursed to a third party when that was not in fact the case.

17. Predatory lending practices: The firm has brought numerous cases challenging predatory mortgage and "payday" lending practices, mostly as class actions. Livingston v. Fast Cash USA, Inc., 753 N.E.2d 572 (Ind. Sup. Ct. 2001); Williams v. Chartwell Fin. Servs., 204 F.3d 748 (7th Cir. 2000); Parker v. 1-800 Bar None, a Financial Corp., Inc., 01 C 4488, 2002 WL 215530 (N.D.Ill., Feb 12, 2002); Gilkey v. Central Clearing Co., 202 F.R.D. 515 (E.D.Mich. 2001); Van Jackson v. Check 'N Go of Ill., Inc., 114 F.Supp.2d 731 (N.D.Ill. 2000), later opinion, 193 F.R.D. 544 (N.D.Ill. 2000), 123 F.Supp. 2d 1079 (N.D.Ill. 2000), later opinion, 123 F.Supp. 2d 1085 (N.D.Ill. 2000); Henry v. Cash Today, Inc., 199 F.R.D. 566 (S.D.Tex. 2000); Donnelly v. Illini Cash Advance, Inc., 00 C 94, 2000 WL 1161076, 2000 U.S. Dist. LEXIS 11906 (N.D.Ill., Aug. 14, 2000); Jones v. Kunin, 2000 U.S. Dist. LEXIS 6380 (S.D.Ill., May 1, 2000); Davis v. Cash for Payday, 193 F.R.D. 518 (N.D.Ill. 2000); Reese v. Hammer Fin. Corp., 99 C 716, 1999 U.S. Dist. LEXIS 18812, 1999 WL 1101677 (N.D.Ill., Nov. 29, 1999); Pinkett v. Moolah Loan Co., 1999 U.S. Dist. LEXIS 17276 (N.D.Ill., Nov. 1, 1999); Gutierrez v. Devon Fin. Servs., 1999 U.S. Dist. LEXIS 18696 (N.D.Ill., Oct. 6, 1999); Vance v. National Benefit Ass'n, 99 C 2627, 1999 WL 731764, 1999 U.S. Dist. LEXIS 13846 (N.D.Ill., Aug. 26, 1999).

18. Other consumer credit issues: The firm has also brought a number of other Truth in Lending and consumer credit cases, mostly as class actions, involving such issues as:

a. Phony nonfiling insurance. Edwards v. Your Credit Inc., 148 F.3d 427, 1998 U.S. App. LEXIS 16818 (5th Cir. 1998); Adams v. Plaza Finance Co., 1999 U.S. App. LEXIS 1052 (7th Cir., January 27, 1999); Johnson v. Aronson Furniture Co., 1997 U.S. Dist. LEXIS 3979 (N.D. Ill., March 31, 1997).

b. The McCarran Ferguson Act exemption. Autry v. Northwest Premium Services, Inc., 144 F.3d 1037, 1998 U.S. App. LEXIS 9564 (7th Cir. 1998).

c. Loan flipping. Emery v. American General, 71 F.3d 1343 (7th Cir. 1995). Emery limited the pernicious practice of "loan flipping," in which consumers are solicited for new loans and are then refinanced, with "short" credits for unearned finance charges and insurance premiums being given through use of the "Rule of 78s."

d. Home improvement financing practices. Fidelity Financial Services, Inc. v. Hicks, 214 Ill.App.3d 398, 574 N.E.2d 15 (1st Dist. 1991), leave to appeal denied, 141 Ill.2d 539, 580 N.E.2d 112; Heastie v. Community Bank of Greater Peoria, 690 F.Supp. 716 (N.D.Ill. 1989), later opinion, 125 F.R.D. 669 (N.D.Ill. 1990), later opinions, 727 F.Supp. 1133 (N.D.Ill. 1990), and 727 F.Supp. 1140 (N.D.Ill. 1990). Heastie granted

certification of a class of over 6,000 in a home improvement fraud case.

e. Arbitration clauses. Wrightson v. ITT Financial Services, 617 So.2d 334 (Fla. 1st DCA 1993).

f. Insurance packing. Elliott v. ITT Corp., 764 F.Supp. 102 (N.D.Ill. 1990), later opinion, 150 B.R. 36 (N.D.Ill. 1992).

19. Automobile leases: The firm has brought a number of a cases alleging illegal charges and improper disclosures on automobile leases, mainly as class actions. Decisions in these cases include Lundquist v. Security Pacific Automotive Financial Services Corp., Civ. No. 5:91-754 (TGFD) (D.Conn.), aff'd, 993 F.2d 11 (2d Cir. 1993); Kedziora v. Citicorp Nat'l Services, Inc., 780 F.Supp. 516 (N.D.Ill. 1991), later opinion, 844 F.Supp. 1289 (N.D.Ill. 1994), later opinion, 883 F.Supp. 1144 (N.D.Ill. 1995), later opinion, 1995 U.S.Dist. LEXIS 12137 (N.D.Ill., Aug. 18, 1995), later opinion, 1995 U.S.Dist. LEXIS 14054 (N.D.Ill., Sept. 25, 1995); Johnson v. Steven Sims Subaru and Subaru Leasing, 1993 U.S.Dist. LEXIS 8078 (N.D.Ill., June 9, 1993), and 1993 U.S.Dist. LEXIS 11694 (N.D.Ill., August 20, 1993); McCarthy v. PNC Credit Corp., 1992 U.S.Dist. LEXIS 21719 (D.Conn., May 27, 1992); Kinsella v. Midland Credit Mgmt., Inc., 1992 U.S.Dist. LEXIS 1405, 1992 WL 26908 (N.D.Ill. 1992); Highsmith v. Chrysler Credit Corp., 18 F.3d 434 (7th Cir. 1994); Black v. Mitsubishi Motors Credit of America, Inc., 1994 U.S.Dist. LEXIS 11158 (N.D.Ill., August 10, 1994); Simon v. World Omni Leasing Inc., 146 F.R.D. 197 (S.D.Ala. 1992). Settlements in such cases include Shepherd v. Volvo Finance North America, Inc., 1-93-CV-971 (N.D.Ga.)(\$8 million benefit); McCarthy v. PNC Credit Corp., 291 CV 00854 PCD (D.Conn.); Lynch Leasing Co. v. Moore, 90 CH 876 (Circuit Court of Cook County, Illinois) (class in auto lease case was certified for litigation purposes, partial summary judgment was entered, and case was then settled); Blank v. Nissan Motor Acceptance Corp., 91 L 8516 (Circuit Court of Cook County, Illinois); Mortimer v. Toyota Motor Credit Co., 91 L 18043 (Circuit Court of Cook County, Illinois); Duffy v. Security Pacific Automotive Financial Services, Inc., 93-729 IEG (BTM) (S.D.Cal., April 28, 1994).

20. Lundquist and Highsmith are leading cases; both held that commonly-used lease forms violated the Consumer Leasing Act. As a result of the Lundquist case, the Federal Reserve Board completely revamped the disclosure requirements applicable to auto leases, resulting in vastly improved disclosures to consumers.

21. Collection practices: The firm has brought a number of cases under the Fair Debt Collection Practices Act, both class and individual. Decisions in these cases include: Jenkins v. Heintz, 25 F.3d 536 (7th Cir. 1994), aff'd 115 S.Ct. 1489, 131 L.Ed.2d 395 (1995); Johnson v. Revenue Management Corp., 169 F.3d 1057, 1999 U.S. App. LEXIS 3142 (7th Cir. 1999); Keele v. Wexler & Wexler, 1996 U.S.Dist. LEXIS 3253 (N.D.Ill., March 18, 1996) (class), 1995 U.S.Dist. LEXIS 13215 (N.D.Ill. 1995) (merits), aff'd, 149 F.3d 589, 1998 U.S.App. LEXIS 15029 (7th Cir. 1998); Mace v. Van Ru Credit Corp., 109 F.3d 338, 1997 U.S.App. LEXIS 5000 (7th Cir., Mar. 17, 1997); Maguire v. Citicorp Retail Services, Inc., 147

F.3d 232, 1998 U.S.App. LEXIS 16112 (2d Cir. 1998); Young v. Citicorp Retail Services, Inc., 1998 U.S.App. LEXIS 20268 (2d Cir. 1998); Charles v. Lundgren & Assocs., P.C., 119 F.3d 739, 1997 U.S. App. LEXIS 16786 (9th Cir. 1997); Avila v. Rubin, 84 F.3d 222 (7th Cir. 1996), aff'g Avila v. Van Ru Credit Corp., 1995 U.S.Dist. LEXIS 461 (N.D.Ill., Jan. 10, 1995), later opinion, 1995 U.S.Dist. LEXIS 1502 (N.D.Ill., Feb. 6, 1995), later opinion, 1995 U.S.Dist. LEXIS 17117 (N.D.Ill., Nov. 14, 1995); Tolentino v. Friedman, 833 F.Supp. 697 (N.D.Ill. 1993), aff'd in part and rev'd in part, 46 F.3d 645 (7th Cir. 1995); Blakemore v. Pekay, 895 F.Supp.972 (N.D.Ill. 1995); Oglesby v. Rotche, 1993 U.S.Dist. LEXIS 15687 (N.D.Ill., Nov. 4, 1993), later opinion, 1994 U.S.Dist. LEXIS 4866 (N.D.Ill., April 15, 1994); Laws v. Cheslock, 1999 U.S.Dist. LEXIS 3416 (N.D.Ill., Mar. 8, 1999); Davis v. Commercial Check Control, Inc., 1999 U.S. Dist. LEXIS 1682 (N.D.Ill., Feb. 12, 1999); Hoffman v. Partners in Collections, Inc., 1993 U.S.Dist. LEXIS 12702 (N.D.Ill., Sept. 15, 1993); Vaughn v. CSC Credit Services, Inc., 1994 U.S.Dist. LEXIS 2172 (N.D.Ill., March 1, 1994), adopted, 1995 U.S.Dist. LEXIS 1358 (N.D.Ill., Feb. 3, 1995); Beasley v. Blatt, 1994 U.S.Dist. LEXIS 9383 (N.D.Ill., July 14, 1994); Taylor v. Fink, 1994 U.S.Dist. LEXIS 16821 (N.D.Ill., Nov. 23, 1994); Gordon v. Fink, 1995 U.S.Dist. LEXIS 1509 (N.D.Ill., Feb. 7, 1995); Brujis v. Shaw, 876 F.Supp. 198 (N.D.Ill. 1995). Settlements in such cases include Boddie v. Meyer, 93 C 2975 (N.D.Ill.); and Cramer v. First of America Bank Corporation, 93 C 3189 (N.D.Ill.).

22. Jenkins v. Heintz is a leading decision regarding the liability of attorneys under the Fair Debt Collection Practices Act. I argued it before the Supreme Court and Seventh Circuit. Avila v. Rubin is a leading decision on phony "attorney letters."

23. Fair Credit Reporting Act: The firm has filed numerous cases under the Fair Credit Reporting Act, primarily as class actions. One line of cases alleges that lenders and automotive dealers, among others, improperly accessed consumers' credit information, without their consent and without having a purpose for doing so permitted by the FCRA. Important decisions in this area include: Cole v. U.S. Capital, Inc., 389 F.3d 719 (7th Cir. 2004), Murray v. GMAC Mortgage Corp., 434 F.3d 948 (7th Cir. 2006); Perry v. First National Bank, 459 F.3d 816 (7th Cir. 2006); Murray v. Sunrise Chevrolet, Inc., 441 F. Supp.2d 940 (N.D. Ill. 2006); Murray v. GMAC Mortgage Corp., 05 C 1229, ____ F.Supp.2d ____, 2007 U.S. Dist. LEXIS 26726 (N.D.Ill. April 10, 2007); Shellman v. Countrywide Home Loans, Inc., 1:05-CV-234-TS, 2007 U.S. Dist. LEXIS 27491 (N.D.Ind., April 12, 2007); In re Ocean Bank, 06 C 3515, 2007 U.S. Dist. LEXIS 28973 (N.D.Ill., March 16, 2007), later opinion, 2007 U.S. Dist. LEXIS 29443 (N.D. Ill., Apr. 9, 2007); Asbury v. People's Choice Home Loan, Inc., 05 C 5483, 2007 U.S. Dist. LEXIS 17654 (N.D.Ill., March 12, 2007); Claffey v. River Oaks Hyundai, Inc., 238 F.R.D. 464 (N.D.Ill. 2006); Murray v. IndyMac Bank, FSB, 461 F.Supp.2d 645 (N.D.Ill. 2006); Kudlicki v. Capital One Auto Finance, Inc., 2006 U.S. Dist. LEXIS 81103 (N.D. Ill., Nov. 2, 2006); Thomas v. Capital One Auto Finance, Inc., 2006 U.S. Dist. LEXIS 81358 (N.D. Ill., Oct. 24, 2006); Pavone v. Aegis Lending Corp., 2006 U.S. Dist. LEXIS 62157 (N.D. Ill., Aug. 31, 2006); Murray v. E*Trade Financial Corp., 2006 U.S. Dist. LEXIS 53945 (N.D. Ill., July 19, 2006); Bonner v. Home 123 Corp., 2006 U.S. Dist. LEXIS 37922 (N.D. Ind., May 25, 2006); Murray v. Sunrise Chevrolet, Inc., 2006 U.S. Dist. LEXIS 19626 (N.D. Ill., Mar. 30, 2006); and Murray v. Finance America, LLC, 2006 U.S. Dist. LEXIS 7349 (N.D. Ill., Jan 5, 2006). More

than 15 such cases have been settled on a classwide basis.

24. Class action procedure: Important decisions include Crawford v. Equifax Payment Services, Inc., 201 F.3d 877 (7th Cir. 2000); Blair v. Equifax Check Services, Inc., 181 F.3d 832 (7th Cir. 1999); Mace v. Van Ru Credit Corp., 109 F.3d 338, 344 (7th Cir. 1997); and Gordon v. Boden, 224 Ill.App.3d 195, 586 N.E.2d 461 (1st Dist. 1991).

25. Landlord-tenant: The firm has brought a number of class actions against landlords for various matters including failing to pay interest on security deposits or commingling security deposits, breach of the warranty of habitability, improper late charges, and various violations of the CRLTO. Reported decisions include: Wang v. Williams, 343 Ill. App. 3d 495; 797 N.E.2d 179 (5th Dist. 2003); Onni v. Apartment Management and Investment Co., 344 Ill. App. 3d 1099; 801 N.E.2d 586 (2d Dist. 2003) (case challenging improper late charges, which later settled on a class basis for \$200,000); Dickson v. West Koke Mill Village P'Ship, 329 Ill.App.3d 341 (4th Dist. 2002). Illustrative cases include: Hale v. East Lake Management & Developmental Corp., et al., 00 CH 16139, in the Cook County Circuit Court, Judge Madden granted class certification for tenants who had not been paid their security deposit interest after the end of each twelve month rental period. The East Lake case later settled on a classwide basis for over \$400,000.

26. Some of the other reported decisions in our cases include: Elder v. Coronet Ins. Co., 201 Ill.App.3d 733, 558 N.E.2d 1312 (1st Dist. 1990); Smith v. Keycorp Mtge., Inc., 151 Bankr. 870 (N.D.Ill. 1992); Gordon v. Boden, 224 Ill.App.3d 195, 586 N.E.2d 461 (1st Dist. 1991), leave to appeal denied, 144 Ill.2d 633, 591 N.E.2d 21, cert. denied, U.S. (1992); Armstrong v. Edelson, 718 F.Supp. 1372 (N.D.Ill. 1989); Newman v. 1st 1440 Investment, Inc., 1993 U.S.Dist. LEXIS 354 (N.D.Ill. 1993); Mountain States Tel. & Tel. Co. v. District Court, 778 P.2d 667 (Colo. 1989); Disher v. Fulgoni, 124 Ill.App.3d 257, 464 N.E.2d 639, 643 (1st Dist. 1984); Harman v. Lyphomed, Inc., 122 F.R.D. 522 (N.D.Ill. 1988); Haslam v. Lefta, Inc., 1992 U.S.Dist. LEXIS 3623 (N.D.Ill., March 25, 1994); Source One Mortgage Services Corp. v. Jones, 1994 U.S.Dist. LEXIS 333 (N.D.Ill., Jan. 13, 1994).

27. Gordon v. Boden is the first decision approving "fluid recovery" in an Illinois class action. Elder v. Coronet Insurance held that an insurance company's reliance on lie detectors to process claims was an unfair and deceptive trade practice.

s/ Daniel A. Edelman
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